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*Attorneys for Defendants X Corp., f/k/a  
 Twitter, Inc.; X Holdings; Elon Musk;  
 and Does*

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

COURTNEY MCMILLIAN and RONALD  
 COOPER

Plaintiffs,

v.

X CORP., f/k/a/ TWITTER, INC., X  
 HOLDINGS, ELON MUSK, Does,

Defendants

Case No. 3:23-cv-03461-TLT

**DECLARATION OF MARY HANSBURY  
 IN SUPPORT OF DEFENDANT X  
 CORP.'S STATEMENT IN SUPPORT OF  
 RETAINING DOCUMENT (AND  
 RELATED REFERENCES) UNDER  
 SEAL**

Am. Compl. Filed: Oct. 13, 2023  
 Hearing Date: April 9, 2024

Judge: Trina L. Thompson

**DECLARATION OF MARY HANSBURY**

I, Mary Hansbury, declare as follows:

1. I am currently Global Head of Employment Law, Assistant General Counsel and Senior Director for X Corp, the successor-in-interest to Twitter, Inc. (“X Corp.”), and have held that title since February 2018. Prior to my current role, between March 2015 and January 2018, I was Senior Counsel for Twitter, Inc.

2. I have personal knowledge of the facts set forth in this declaration, and I could and would testify to them if called upon to do so.

3. I was admitted to the State Bar of California in 1997 and have been licensed to practice law in California continuously since that time.

4. X Corp. employs in-house attorneys, such as myself, to advise the company on various legal issues.

5. In October 2022, in response to a request from Twitter’s Human Resources and M+A leadership to provide legal advice in connection with ongoing merger discussions and responses to information requests from the buyer regarding employment and compensation, I worked with my colleagues in the legal department to prepare a three-page document bearing the title the Severance Matrix which Plaintiff McMillian attached to her Original Complaint. At the the document was prepared, we placed a legend on each page of the document which stated “Attorney-Client Privileged + Confidential” because it was made for the purpose of providing legal advice and not to be disclosed to any persons other than relevant Twitter and now X Corp. personnel.

1           6.       The Severance Matrix reflects attorney work product, legal impressions, and  
2 analyses of legal risks as counsel for Twitter and now X Corp. We prepared the Severance Matrix  
3 in anticipation of potential litigation arising from the merger.

4           7.       During approximately 2022, as a member of the Human Resources Department,  
5 Courtney McMillian had access to confidential and privileged documents prepared by X Corp.'s  
6 legal department, including the Severance Matrix. As a condition of her employment, Ms.  
7 McMillian was required to execute the Employee Invention Assignment And Confidentiality  
8 Agreement, attached hereto as Exhibit 1, in which she agreed that:

8           during and after my employment with the Company, I will hold in the strictest  
9 confidence and take all reasonable precautions to prevent any unauthorized use or  
10 disclosure of Confidential Information. I will not (i) use Confidential Information  
11 for any purpose whatsoever other than for the benefit of the Company in the course  
12 of my employment, or (ii) disclose Confidential Information to any third party  
13 without the prior written authorization of the General Counsel of the Company, or  
14 his or her authorized representative.

12       Section 7(b). The Agreement further states "I further understand that I am not permitted to disclose  
13 the Company's attorney-client privileged communications or attorney work product." Section 7(e).

14           8.       X Corp. takes reasonable steps to protect its confidential and privileged information  
15 including limiting access through the use of secure folders and access limitations for critical  
16 documents including the Severance Matrix.

17           9.       X Corp. would be significantly harmed if the Severance Matrix were to be made  
18 public because it would permit parties adverse to X Corp. in current or future litigation to gain  
19 insight into legal advice received by X Corp. and X Corp.'s legal strategies.

20           I declare under the penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct.

Executed this 23rd day of February in Mission Viejo, California.



Mary Hansbury